

Fill in this information to identify the case:

Debtor 1 Richard Rios

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of New York

Case number 19-23495-cgm

Official Form 410S1**Notice of Mortgage Payment Change**

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

U.S. Bank Trust National Association, not

Name of creditor: in its individual capacity but solely as
trustee for LB-Igloo Series IV Trust

Court claim no. (if known): 4-1

Last 4 digits of any number you use to
identify the debtor's account:

4 3 4 4

Date of payment change:

Must be at least 21 days after date 02/01/2023
of this noticeNew total payment: \$ 2,761.70
Principal, interest, and escrow, if any**Part 1: Escrow Account Payment Adjustment****1. Will there be a change in the debtor's escrow account payment?** No Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____

Current escrow payment: \$ 1,195.09

New escrow payment: \$ 1,213.06

Part 2: Mortgage Payment Adjustment**2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?** No Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: _____ %

New interest rate: _____ %

Current principal and interest payment: \$ _____ New principal and interest payment: \$ _____

Part 3: Other Payment Change**3. Will there be a change in the debtor's mortgage payment for a reason not listed above?** No Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement.
(Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment: \$ _____ New mortgage payment: \$ _____

Debtor 1 Richard Rios
First Name Middle Name Last Name

Case number (if known) 19-23495-cgm

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

I am the creditor.
 I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

X/s/ Katherine Heidbrink

Signature

Date 01/05/2023

Print: Katherine Heidbrink, Esq.
First Name Middle Name Last Name

Title _____

Company Friedman Vartolo LLP

Address 1325 Franklin Avenue, Suite 160
Number Street

Garden City NY 11530
City State ZIP Code

Contact phone (212) 471-5100 Email bankruptcy@friedmanvartolo.com



Rushmore Loan Management Services
PO Box 514707
Los Angeles, CA 90051
www.rushmorelms.com
(888) 504-6700

----- manifest line -----

ROSELINA SERRANO
LAW OFFICES OF SERRANO & ASSOC
22 SOUTH MAIN STREET
NEW CITY, NY 10956

[REDACTED]

Date: November 17, 2022

Case: 19-23495

Loan Number: [REDACTED]

Dear Sir/Madame,

Enclosed is correspondence relating to a loan we service for your client.

Sincerely,

Rushmore Loan Management Services LLC





Rushmore Loan Management Services
PO Box 514707
Los Angeles, CA 90051
www.rushmorelms.com
(888) 504-6700

Statement Date:
Loan Number:

November 17, 2022

RICHARD RIOS
39 CAPT SHANKEY DR
GARNERVILLE NY 10923-0000

We review your escrow account annually to ensure that you have adequate funds to cover your tax and insurance items for the next 12 months. The amounts billed for certain escrow items changed. This statement describes the changes, possible changes to your monthly payments, and your options.

What changed?



Taxes increased by \$215.55 per year.

Changes in the above items mean that the amount needed in your escrow account increased by \$215.55 per year.

How do these changes affect me?

Based upon the Anticipated Escrow Disbursements and Payments, we have determined that your Escrow Account has sufficient funds. In order to receive a refund your loan must be current, in good standing and have sufficient funds in your escrow account.

	Current Payment	Escrow Change	New Monthly Payment Effective 02/2023
Due Date	09/2022		02/2023
Principal and Interest	\$1,548.64		\$1,548.64
Escrow Payment	\$1,195.09	\$17.97	\$1,213.06
Escrow Overage			\$0.00
TOTAL	\$2,743.73		\$2,761.70

A detailed explanation of the calculations for your escrow account is located on page 2.

Note: **Online bill payment users:** Your payment is changing effective 02/01/2023 so **action is required**. Please log into your bank's online account and update your payment amount. Thank you!

Rushmore Loan Management Services LLC

ESCROW OVERAGE

Loan Number: [REDACTED]
Mortgagor Name: RICHARD RIOS

Escrow Overage Amount: \$336.45

Based upon the Anticipated Escrow Disbursements and Payments, we have determined that your Escrow Account has sufficient funds. In order to receive a refund your loan must be current, in good standing and have sufficient funds in your escrow account.

Rushmore Loan Management Services LLC
P.O. Box 514707
Los Angeles, CA 90051-4707
[REDACTED]

How did Rushmore make the escrow calculations?

Step 1: Rushmore analyzes all items paid by the escrow account, we then calculate the amount that you'll likely need to pay these bills.

Step 2: We take your anticipated taxes and/or insurance premiums to determine the total outgoing payments. We then divide the total outgoing payments by 12 to determine your monthly escrow amount.

Your total anticipated tax and/or insurance premium(s) are as follows:

Annual Property Taxes	\$14,556.62
Total	\$14,556.62 divided by 12 months = \$1,213.05

Step 3: We calculate the minimum required escrow balance. Your escrow account must have a minimum balance of \$0.00 for the next year.

Step 4: We calculate your annual escrow account projection for the coming year. If your monthly escrow balance falls below the minimum balance of \$0.00, your escrow account experiences a shortage. If our calculation determines that your monthly escrow balance will not reach the minimum balance, your escrow account will have an overage.

The table below demonstrates the estimated activity in your escrow account for the coming year.

What escrow activity is expected in the coming year?

The highlighted row indicates the lowest estimated escrow balance for the year of \$336.45. The difference between the lowest projected balance of \$336.45 and the minimum required escrow balance of \$0.00 is \$336.45.

\$336.45 is your escrow overage.

PAYMENTS TO ESCROW ACCOUNT	ESTIMATED PAYMENTS FROM ESCROW ACCOUNT			ESCROW ACCOUNT BALANCE	
	MIP/PMI	Taxes	Flood Insurance	Estimated	Required
Anticipated Date of Activity				Starting Balance	
Feb 23	\$1,213.06			\$1,823.85	\$1,487.40
Mar 23	\$1,213.06			\$3,036.91	\$2,700.46
Apr 23	\$1,213.06			\$4,249.97	\$3,913.52
May 23	\$1,213.06			\$5,463.03	\$5,126.58
Jun 23	\$1,213.06			\$6,676.09	\$6,339.64
Jul 23	\$1,213.06			\$5,243.05	\$4,906.60
Aug 23	\$1,213.06			\$6,456.11	\$6,119.66
Sep 23	\$1,213.06	\$8,545.78		\$7,669.17	\$7,332.72
Oct 23	\$1,213.06			\$336.45	\$0.00
Nov 23	\$1,213.06			\$1,549.51	\$1,213.06
Dec 23	\$1,213.06			\$2,762.57	\$2,426.12
Jan 24	\$1,213.06			\$3,975.63	\$3,639.18
				\$1,823.95	\$1,487.50

NOTE: If this escrow analysis indicates that there is a surplus, it may not mean that you are entitled to receive a return of that surplus. This analysis was calculated based on an assumption that the account is current according to the terms of the note and Mortgage/Deed of Trust. If the account is behind, in default, or in bankruptcy, this analysis may not reflect the current state of the account or the terms of a bankruptcy plan. If there are enough funds in the escrow account the surplus will be mailed to you within 30 days, provided the account is current under the terms of the note and Mortgage/Deed of Trust.

Back of coupon or check intentionally left blank

What escrow activity occurred since your last analysis?

The chart below reflects what actually happened in your escrow account since your last analysis.

Between 02/2022 and 11/2022 a total of \$15,431.51 was deposited to your escrow account and a total of \$11,191.88 was disbursed from your escrow account as follows. Totals for each disbursements are noted below.

SCHOOL TAX: \$8,545.78
TOWN/BORO: \$2,646.10

Month of Activity	PAYMENTS TO ESCROW ACCOUNT		PAYMENTS FROM ESCROW ACCOUNT			ESCROW BALANCE COMPARISON	
	Estimated	Actual	Estimated	Actual	Description	Estimated	Actual
Feb 22	\$1,195.09					\$1,571.60	-\$1,441.22
Mar 22	\$1,195.09	\$2,306.42				\$2,766.69	-\$1,441.22
Apr 22	\$1,195.09					\$3,961.78	\$865.20
May 22	\$1,195.09	\$1,152.80				\$5,156.87	\$865.20
Jun 22	\$1,195.09	\$2,398.86	\$2,517.13	\$2,646.10	TOWN/BORO	\$6,351.96	\$2,018.00
Jul 22	\$1,195.09	\$1,195.09				\$5,029.92	\$1,770.76
Aug 22	\$1,195.09					\$6,225.01	\$2,965.85
Sep 22	\$1,195.09	\$3,597.98	\$8,615.19	\$8,545.78	SCHOOL TAX	\$7,420.10	\$2,965.85
Oct 22	\$1,195.09	\$1,195.09				\$0.00	-\$1,981.95
Nov 22	\$1,195.09	\$3,585.27				\$1,195.09	-\$786.86
						E	\$2,390.18
							\$2,798.41

E—Indicates the activity has not yet occurred but is estimated to occur as shown.

*If there is an amount listed in the "Actual" column under Payments To Escrow Account on Page 2 above, then this is the assumption that was made and indicates the amount that would have been paid into escrow for a contractually current loan. This number does not represent payments that were actually made by you. As discussed above, these escrow calculations are calculated based on an assumption that the account would be current according to the terms of the note and mortgage/deed of trust.

Rushmore Loan Management Services LLC is a Debt Collector, who is attempting to collect a debt. Any information obtained will be used for that purpose. However, if you are in Bankruptcy or received a Bankruptcy Discharge of this debt, this letter is being sent for informational purposes only, is not an attempt to collect a debt and does not constitute a notice of personal liability with respect to the debt.

ADDITIONAL NOTICES

Rushmore Loan Management Services LLC is a Debt Collector attempting to collect a debt.

Bankruptcy Notice: If you are in bankruptcy or if your obligation to repay this loan was discharged in bankruptcy, this informational notice is sent to you in order to comply with statutory requirements. It is not an attempt to collect a debt. You may disregard information relating to payment remittance. You are not obligated to make payments and any amount(s) you do pay Rushmore is at your discretion. Please note, however, Rushmore reserves the right to exercise its legal rights, including but not limited to foreclosure of its lien interest, only against the property securing the original obligation.

If you have any other mortgage loans secured by the same property not serviced by Rushmore, please contact your other servicer directly to discuss any possible loss mitigation options that may be available to you.

If you are a confirmed Successor-in-Interest who has not assumed the mortgage loan obligation under State Law, this letter is being sent for information purposes only and does not constitute personal liability with respect to the debt.

LEGAL NOTIFICATION: Rushmore Loan Management Services LLC may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Notice of Error Resolution & Information Request Procedures

The following outlines the Error Resolution and Information Request Procedures for your mortgage account at Rushmore Loan Management Services LLC (RLMS). Please keep this document for your records.

If you think an error has occurred on your mortgage account or if you need specific information about the servicing of your loan, please write us at:

Rushmore Loan Management Services LLC
P.O. Box 52262
Irvine, CA 92619-2262

All written requests for information or notices of error should contain the following information:

1. Your name
2. Account number
3. Property Address
4. Description of the error and explanation as to why you believe it is an error or a request for specific information regarding the servicing of your loan
5. Current contact information so we may follow up with you

All written requests for specific information will be handled within 30 days of receipt. We will determine whether an error occurred within 30 days after receiving your notice of error and will correct any error promptly (Notices of error on payoff statements will be handled within 7 days). If additional time is needed to investigate your complaint or request, we may take up to 45 days but we will notify you of the extension within the original 30 days. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.



HUD STATEMENT

Pursuant to section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD approved housing counseling agencies by calling the HUD nationwide toll-free telephone at 1-800-569-4287.

Equal Credit Opportunity Act Disclosure

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicants income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20552 or Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

The following notice is in reference to the Homeowner Assistance Fund:

The Homeowner Assistance Fund is a federal program to help homeowners impacted by COVID-19 resolve mortgage payments and other housing expenses. To learn more about the availability of Homeowner Assistance Funds in your state, please visit Rushmore's State Homeowner Assistance Resources page at <https://www.rushmorelm.com/state-assistance/>.

STATE SPECIFIC NOTICE

The following notice applies to New York residents only:

NOTICE PURSUANT TO NEW YORK STATE BANKING REGULATION 419

Rushmore is registered with the Superintendent of Banks for the State of New York. A borrower may file a complaint about Rushmore Loan Management Services with the New York State Department of Financial Services. A borrower may obtain further information from the New York State Department of Financial Services by calling the Department's Consumer Assistance Unit at 1-800-342-3736 or by visiting the Department's website at www.dfs.ny.gov.

If you believe the loss mitigation request has been wrongly denied, you may file a complaint with the New York State Department of Financial Services at 1-800-342-3736 or www.dfs.ny.gov.

In accordance with New York state law, Rushmore is obligated to notify you of the following:

- (a) that the mortgage investing institution is obligated to make all payments for taxes or insurance for which the real property escrow account is maintained and that if any such payments are not timely, the mortgage investing institution is responsible for making such payment including any penalties and interest and shall be liable for all damages to the mortgagor resulting from its failure to make timely payment;
- (b) that the mortgagor is obligated to pay one-twelfth of the taxes and/or insurance each month to the mortgage investing institution which is deposited into the real property tax escrow account, unless there is a deficiency or surplus in the account, in which case a greater or lesser amount may be required;
- (c) if the mortgage investing institution is subject to the provisions of subdivision three of this section, that the mortgage investing institution must deposit the escrow payments made by the mortgagor in a banking institution or a licensed branch of a foreign banking corporation whose deposits are insured by a federal agency;
- (d) In the event that a real property insurance premium notice is sent directly to the mortgagor by the insurer, the mortgagor shall have the obligation to promptly transmit such premium notice to the mortgage investing institution, or such other institution or agent as may be designated in writing by the mortgage investing institution, for payment. Failure to do so may jeopardize the mortgagor's insurance coverage and may excuse the mortgage investing institution from liability for failure to timely make such real property insurance payments; and
- (e) that the mortgage investing institution cannot impose any fees relating to the maintenance of the real property tax or insurance escrow account.

NMLS Unique ID Number 185729

Please be advised that calls regarding your property insurance requirements may be answered by Southwest Business Corporation, a third party insurance producer and tracking services provider.

You may request to receive communications from Rushmore in alternative format, which may include large print, Braille, or audio. To make this request, please contact Rushmore at (888) 504-6700.

New York City Consumers:

Rushmore Loan Management Services may provide language access services to consumers who seek to communicate in a language other than English when contacting our customer service center and speaking to a live agent.

A translation and description of commonly-used debt collection terms is available in multiple languages on the New York City Department of Consumer Affairs' website, www.nyc.gov/dca.



UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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IN RE:

Richard Rios

Debtor

: CASE NO.: 19-23495-cgm
: CHAPTER: 13
: **NOTICE OF CHANGE OF MORTGAGE**
: **PAYMENT**
: HON. JUDGE.:
: Judge Cecelia G. Morris
:
:
:

-----X

CERTIFICATION OF SERVICE

I, Katherine Heidbrink, certify that on January 5, 2023 I caused to be served a true copy of the annexed NOTICE OF MORTGAGE PAYMENT CHANGE by mailing by First Class Mail in a sealed envelope, with postage prepaid thereon, in a post office or official depository of the U.S. Postal Service addressed to the last known address of the addressee, and the property address as indicated on the attached Service List annexed hereto.

By: /s/ Katherine Heidbrink, Esq.

Katherine Heidbrink, Esq.

FRIEDMAN VARTOLO, LLP

Attorneys for Rushmore Loan Management Services, LLC
as servicer for U.S. Bank Trust National Association, not
in its individual capacity but solely as trustee for LB-Igloo
Series IV Trust

1325 Franklin Avenue, Suite 160

Garden City, NY 11530

T: (212) 471-5100

F: (212) 471-5150

SERVICE LIST

Richard Rios
39 Captain Shankey Drive
Garnerville, NY 10923
Debtor

Roselina S. D'Annucci
Law Offices of Serrano & Associates, P. C.
53 Hudson Avenue
Ste 231 & 232
Nyack, NY 10960
Debtor's Attorney

Krista M. Preuss
Chapter 13 Standing Trustee
399 Knollwood Road
White Plains, NY 10603
Trustee

United States Trustee
Office of the United States Trustee - NY
Alexander Hamilton Custom House
One Bowling Green, Room 534
New York, NY 10004-1408
U.S. Trustee